

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TITUS INTERNATIONAL PLC,

Plaintiff,

v.

HARDWARE RESOURCES, A DIVISION OF
PROGRESSIVE STAMPING & PLATING, INC.,

Defendant.

Case No. 08-cv-2158 (WHP)

ANSWER

ANSWER

Defendant, Hardware Resources, a division of Progressive Stamping & Plating, Inc. (“Hardware Resources”), for its Answer to the Complaint of Plaintiff, Titus International PLC (“Titus”), hereby states as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2.
3. Admits that it was organized and exists under the laws of the State of Louisiana, with a principal place of business at 4319 Marlena St., Bossier City, Louisiana 71111, and otherwise denies the allegations of Paragraph 3.
4. Admits that it manufactures and sells cabinet hardware and decorative wood products, but otherwise denies the allegations of Paragraph 4.
5. Admits that the Complaint seeks injunctive relief and damages for alleged acts of unfair competition and breach of contract but denies that the allegations have merit and

otherwise denies the allegations of Paragraph 5.

6. Admits the allegations of Paragraph 6.

7. Denies the allegations of Paragraph 7.

8. Admits that the Complaint seeks damages for alleged acts of breach of contract but denies that the allegations have merit, and otherwise denies the allegations of Paragraph 8.

9. Admits that Titus has sought injunctive relief, but denies that such relief is proper and otherwise denies the allegations of Paragraph 9.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 11.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 14.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15.

16. Admits that in 1999 Hardware Resources and Lama entered into a “Sales Contract,” and otherwise denies the allegations of Paragraph 16.

17. Admits the allegations of Paragraph 17.

18. Denies knowledge or information sufficient to form a belief as to the truth of the

allegations of Paragraph 18.

19. Denies the allegations of Paragraph 19.

20. Admits that Hardware Resources and Lama entered into a U.S. Marketing Agreement on May 22, 2004 and otherwise denies the allegations of Paragraph 20.

21. Denies the allegations of Paragraph 21.

22. Denies the allegations of Paragraph 22.

23. Hardware Resources incorporates its answer to the preceding paragraphs by reference.

24. Admits that the Complaint purports to allege a count for breach of contract under New York common law, but denies that such allegations have merit, and otherwise denies the allegations of the allegations of Paragraph 24.

25. Denies the allegations of Paragraph 25.

26. Denies the allegations of Paragraph 26.

27. Denies the allegations of Paragraph 27.

28. Hardware Resources incorporates its answer to the preceding paragraphs by reference.

29. Admits that the Complaint purports to allege a count for breach of contract under New York common law, but denies that such allegations have merit, and otherwise denies the allegations of the allegations of Paragraph 29.

30. Denies the allegations of Paragraph 30.

31. Denies the allegations of Paragraph 31.

32. Denies the allegations of Paragraph 32.

33. Hardware Resources incorporates its answer to the preceding paragraphs by

reference.

34. Admits that the Complaint purports to allege a count for unfair competition under New York common law, but denies that such allegations have merit, and otherwise denies the allegations of the allegations of Paragraph 34.

35. Denies the allegations of Paragraph 35.

36. Denies the allegations of Paragraph 36.

37. Denies the allegations of Paragraph 37.

38. Denies the allegations of Paragraph 38.

39. Denies the allegations of Paragraph 39.

40. Denies the allegations of Paragraph 40.

41. Hardware Resources denies, and intends to deny, any allegation of the Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

42. Titus' claims are barred, in whole or in part, by the applicable statute of limitations.

43. Titus has failed to state a claim upon which relief can be granted.

44. Titus' claims are barred due to lack of personal jurisdiction over Hardware Resources.

45. Venue is not proper in this District.

46. Titus' claims are barred in whole or in part, by laches, estoppel, waiver and/or acquiescence.

47. Titus has failed to join a necessary party.

48. Titus lacks standing to bring the current action.

49. Titus is not entitled to relief due to accord and satisfaction.

50. Titus' claims are barred, in whole or in part, by the doctrine of unclean hands.

Dated: April 8, 2008

Respectfully submitted,

By: s/ Jeffrey T. Golenbock
Jeffrey T. Golenbock (JG 2217)

GOLENBOCK EISEMAN ASSOR BELL &
PESKOE LLP
437 Madison Ave.
New York, New York 10022-7302
(212) 907-7300 - telephone
(212) 754-0330 - facsimile

ATTORNEYS FOR DEFENDANT HARDWARE
RESOURCES

Of Counsel:

Russ Schultz
Schultz & Associates, P.C.
One Lincoln Centre
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
(214) 210-5940 - telephone
(214) 210-5941 - facsimile